

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO**

In re: RODOLFO ALMESTICA CASTRO  
AND MARTA DE LEON CRISPIN  
Debtors

Case No. 09-09349 (SEK)

Chapter 13

**MOTION FOR AUTHORIZATION TO MODIFY MORTGAGE**

TO THE HONORABLE COURT:

COME NOW Debtors through the undersigned attorney and very respectfully STATE and PRAY as follows:

1. On October 31, 2009 Debtors filed a voluntary petition for relief under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction over the matters presented herein, which are core in nature, pursuant to 28 U.S.C. §157(b)(2)(A) and (D), 28 U.S.C. §1334, and 11 U.S.C. §364.
3. It is Debtors' desire to modify their home mortgage note.
4. On September 9, 2010 Debtors obtained a good faith estimate from creditor Doral Financial Corp. for \$809.57 payable monthly over 30 years at a 4.68% interest rate. ***Exhibit 1***
5. No proceeds will come from the modification. Moreover, the lender has informed the Debtors that there are no costs of closing.
6. The payment by Debtors of the new monthly mortgage payments will aid in granting Debtors ability to make Plan payments.
9. Furthermore, pre-petition and post petition arrearage of the first mortgage loan will be included in the modification.

WHEREFORE, Debtors in the above captioned proceedings pray that this Motion for Authorization to Modify Secured Debt be granted and Debtors be authorized to modify their secured obligations owed to Doral Financial, Corp. in the amount of \$809.57 payable monthly over 30 years at a 4.68%.

**NOTICE TO ALL PARTIES**

*Within 14 days after service as evidenced by the Certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the US Bankruptcy Court for the District of Puerto Rico. If no other objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise. LBR 9013-1(h)(1).*

**CERTIFICATE OF SERVICE:** It is certified that on this date I filed electronically the foregoing with the Clerk of the Court using the CM/ECF systems, which will send electronic notification of said filing to all participants of CM/ECF, including the US Trustee. I further certify to have sent the present Motion by US Mail to creditor Doral Financial, Corp. at PO Box 70308 San Juan, Puerto Rico 00936-8308.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico this 22<sup>nd</sup> day of September 2010.

**ALMEIDA & DÁVILA, P.S.C.**  
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San Juan, Puerto Rico 00919-1757  
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**S/ ENRIQUE M. ALMEIDA BERNAL**  
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Doral Financial Corp.  
1451 FD Roosevelt Avenue  
San Juan, P.R 00920

Tel. 787.749.7000  
Fax. 787.474.6826

9 de septiembre de 2010

Rodolfo Almesquita Castro / Marta De Leon Crispin

URB HILLSIDE  
G15 CALLE 1  
SAN JUAN PR 00926

Estimado Sr: Amesquita

Re: DORAL # 50030377 URB HILLSIDE G15 CALLE 1 SAN JUAN PR 00926

Correspondiendo a su solicitud, evaluamos su caso bajo el "Home Affordable Modification Program" (HAMP) t/c/c Plan OBAMA.

Dicho plan sugiere que el pago mensual hipotecario de una familia sea el 31% de su ingreso mensual BRUTO.

De acuerdo a la información que nos suministró, su ingreso mensual es de \$ 2611.51 y su pago mensual sería de \$ 809.57 aproximadamente. Este pago podría verse afectado por algunos factores como cuenta de reserva (ESCROW) y Seguro de Vida o Seguro MGIC, si alguno.

Los términos de su préstamo actual son como sigue:

Balance original:	\$ 123,293.98
Tipo de interés:	5.95%
Fecha de vencimiento:	07/01/2033
Término:	360 meses
Principal e Interés P&I	\$ 805.06

Los términos de la nueva modificación serían (aproximadamente)

Balance de principal:	\$ 136,046.58
Tipo de interés:	4.68%
Fecha de vencimiento:	07/01/2033
Término:	288 meses
Principal e Interés P&I	\$ 787.82

9 de Septiembre de 2010  
Almesquita Castro / Marta De Leon Crispin

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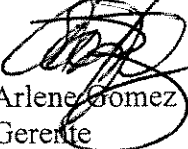
Estas cantidades están sujetas a verificación final. La tasa de 2.00% es temporal. Ésta transacción esta sujeta a la aprobación final del inversionista y del Departamento del Tesoro de los Estados Unidos.

Debido a que Usted está actualmente acogida a los beneficios de la Ley de Quiebras, es necesaria la recomendación del Síndico y la aprobación del Tribunal Federal.

Agradeceré le haga entrega al abogado que le representa en el procedimiento de quiebra para solicitar la aprobación ante el Tribunal Federal.

De surgir alguna interrogante, puede comunicarse con nosotros al 787-474-6605 o al 787-474-7840.

Cordial y atentamente;



Arlene Gomez  
Gerente